



Evolve Compliance
Solutions

Consulting T&C's

2024



2 Evolve Compliance Solutions

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3 Customer

Name:
(ABN): TBC on signing
Project Manager:
Address:
Telephone:
Email:

4 Term

Commencing a 1 stage –
Stage 2
Stage 3
Stage 4

5 Conditions Precedent (if applicable)

A payment equivalent to 25% of the quoted total cost of the services to be delivered under the Scope of Work is payable in advance upon commencement of this project (Agreement).

The Customer will assign a Project Manager to liaise with Evolve and its representatives throughout the project. The role of the Project Manager is to coordinate internal Customer resources and achieve agreed Customer project milestones. The quoted amount is inclusive of all costs and charges associated with the project and its implementation. All prices are excluding GST. Should additional travel expenses or supplementary accommodation, meal charges be necessary due to interstate travel these will be charged at the agreed rate on bookings in advance in achievement of each milestone.

6 Scope of the Implementation

7. Project Milestones

The following outlines the obligations to be completed by the Client and Consultant.

Each milestone provides:

- Ownership – whether the milestone is to be owned and delivered by Evolve Compliance Solutions and Client
- Activities – key activities to take place within the milestone
- Deliverables – items for delivery by Evolve and Client
- Investment – Evolve will proactively manage the budget provided. Evolve will consult with The Organisation if additional funds are required beyond this scope for example out of scope assessments or additional work taking place.

The project plan may be reviewed at any time and could be subject to change inline with operational demand.



Milestone	Week		Responsibility
	Commencing	Date	

8. Investment

The following table provides a summary of the service fee for each milestone. The quotes may need to be altered if the scope of the implementation changes. (travel, accommodation and associated costs will be charged additionally for any overnight interstate or rural travel)



Milestone	Investment + GST
	Indicative Fee Proposal \$ Xxxx + GST
	\$Indicative Fee Proposal
<p style="text-align: right;">Total Expected Fees</p> <p>Any project items that are outside the agreed scope will need to be charged at the allocated day rate of \$ 142.00 + GST / hour / Day</p> <p>Invoices will be sent on the 12th of the month and payable strictly within 14 Days</p>	<p style="text-align: center;">\$ xxx + GST</p>



1.0 PROVISION OF SERVICES

The Consultant and the Client shall agree on milestones set for the service being provided. The Consultant shall provide agendas or schedules where practicable to the Client to communicate project plans. If milestones are not met, the Consultant shall advise accordingly.

2.0 EXTENSION OF SERVICES

Should the Client for any reason request for an extension of services or a variation of services, there may be a change in rate charged according to service requested.

The Consultant reserves the right to amend these terms and conditions and the changes shall be communicated to the Client in writing. This Agreement is governed by the laws of the State of Queensland Australia. The revised rates shall be advised to the Client before provision of requested service. Services shall be provided only upon approval from both parties.

3.0 HOURS OF WORK

Evolve Compliance Solutions fees are based on services being supplied between 9am and 5pm weekdays (excluding public holidays). This may change in accordance with operational requirements and will be charged in an 8 Hour cycle. Any requirements that may need to be fulfilled by the Client or a third party that requires the Consultant's project managers to work outside of these hours may incur an additional hourly penalty fee. Billed hours are rounded to the nearest ¼ hour.

4.0 FEE DEPOSIT

We require you to pay a 25% contract execution fee upon agreement of the Scope of Works before our engagement and project work commences. The paid deposit sum will be deducted from our final fee.

5.0 PAYMENTS

Rates invoiced are GST exclusive.

Invoices are issued on a fortnightly basis, for work completed the previous month and sent via email. For any ad hoc work, invoices may be issued as soon as possible after the work is completed.

The Client must pay the Consultant in accordance with the Agreement. Payment Terms are strictly **14 days. And are billed every 12th of the Month**

At the Consultant's sole discretion overdue accounts may incur a 10% per annum (plus GST) bookkeeping fee. Accounts more than three months overdue will be handed on to the Consultant's debt collection agency. All fees, expenses, costs, or disbursements incurred by the Consultant in the recovery of monies outstanding shall be paid by the Client. The Client waives all rights to challenge the Consultant's invoices if not contested in writing within 14 days from the date of the invoice.

5.1 EXPENSES

Agreed travel, accommodation, parking and incidental expenses incurred by Evolve Compliance Solutions in relation to the services will be invoiced at cost. Domestic Travel will be quoted per client and will be charged at cost. Travel time over 30 minutes to the Client's office may be chargeable at the local travel rate.

International Travel will be agreed at the time and in accordance with the Evolve Compliance Solutions Travel Policy and a Day rate will be added to the schedule of fees for the project.

Any agreed third-party expenses such as printing, and binding incurred by Evolve Compliance Solution in connection with the

6.0 CANCELLATION

Should you engage our services and subsequently decide to cancel the engagement for any reason, we are entitled to invoice the hours and expenses incurred up to the time of your notice.

7.0 REPORTS

We issue Project Status Reports with our invoices where billable work by individual Evolve Compliance Solutions or its subcontracting consultants exceed 8 hours.

8.0 CONFIDENTIAL INFORMATION

We respect the confidentiality of your information. We will not disclose such information to any third party (unless required to do so by law) or otherwise seek to exploit any such information.

9.0 INTELLECTUAL PROPERTY

Any Intellectual Property created during the term of this agreement shall remain the property of the Party that created it. Unless otherwise agreed in writing by the Parties, any licence to use Intellectual Property given by a Party to the other for the purposes of this agreement or for the Project expires upon the expiration or termination of this agreement.

10.0 Poaching Employees / Consultants

The client will not directly engage or (poach) offer employment to an Evolve Compliance Solutions or associated subcontracting entity consultants while a consultant is engaged/ employed by Evolve Compliance Solutions .

11.0 Limit of Liability

Consultant assumes no responsibility under this Agreement other than to perform the Services in good faith, and Consultant will not be responsible for any consequences whatsoever that result from any action of the Company in following or declining to follow any advice or recommendation of Consultant, it being acknowledged and agreed by the Company that Consultant's services provided under this Agreement are consulting only and any and all decision-making regarding the Company, including without limitation whether or not to follow any advice by Consultant, is solely the responsibility of the Company. Consultant will not be liable to the Company except by reason of acts constituting bad faith of Consultant or wilful misfeasance or reckless disregard of its duties. The parties hereto recognise and agree that the effectiveness of the Services and the success of any actions undertaken by Consultant in connection therewith are not guaranteed or warranted by Consultant in any respect whatsoever.

The Consultant is not liable if services are not provided to the Client as result of:

The Client's acts or omissions causing a breach (or any other party with an interest in the Service causing the Client to breach).

An act or omission from a certifying body, regulatory body, or Government organisation.

Circumstances beyond the Consultant's control, including natural calamities, force majeure and national or local disruptions.

The Consultant is not liable for loss of income or profits, loss of customer, loss of opportunity, loss of value or use of intellectual property or other proprietary rights.



9 Governing Law and Jurisdiction

This Scope of Work shall be governed by the laws of the State of Queensland and the parties irrevocably submit to the jurisdiction of the courts and tribunals of the State of Queensland.

EXECUTED as an AGREEMENT EXECUTED)
by **Evolve Compliance Solutions PTY LTD**)

Signature of approved representative

Signature of witness

Name of approved representative (print)

Name of witness (print)

EXECUTED as an AGREEMENT EXECUTED)
by **Your Organisation**)

Signature of approved representative

Signature of witness

Name of approved representative (print)

Name of witness (print)

Appendix 1 - Additional Service Schedule of Fees

Hourly	Half Day	Full Day
\$ 142.00 / Hour + GST	\$ 920.00 + GST	\$ 1,600.00 + GST
Under 4 hours in a day	Up to 7 hours you are charged a day rate.	Over 5 to 8 hours in a day
Due 7 – 14 days from invoice date	Due 7 -14 days from invoice	Due 7 -14 days from invoice date



Our team of industry specialists understand the unique challenges faced by business owners and operators throughout industry today.



We give you peace of mind knowing you are getting the right advice on Governance, Risk and compliance. Your business will benefit from tailored management systems design.



Evolve Compliance Solutions will show you how full regulatory compliance can evolve into better business management with the implementation of a unique Integrated Management System tailored to your business.

Industry Capability

- | | | |
|---|---|--|
| <ul style="list-style-type: none"> ➤ Waste and Environment ➤ Commercial Construction ➤ Civil Engineering / Construction ➤ Domestic Construction / Subbies ➤ Licensed / Specialist contractors ➤ Local Government Operations | <ul style="list-style-type: none"> ➤ Manufacturing ➤ International Import / Product certification ➤ Trades and Industry sector ➤ Farming and Export | <ul style="list-style-type: none"> ➤ Hospitality, Tourism and Events ➤ Food Manufacturing / Retail ➤ Health & Fitness ➤ Chemical and Biological ➤ Waste and Environment |
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Partnering with you to Achieve Success

- Compliance documentation**
- Licensing requirements** / Applications / Tenders
- Legislation compliance:** Industry standards, WHS, All acts, regulations & codes of practice
- Management Plans:**
Environment Management Plans and. Associated Documents etc.
WHS Management Plans and Associated Documents etc
Quality Management Plan and Associated Documents etc
Governance / Business Planning and Associated Documents etc
- (GRC) Integration** / Transition Plans
- Manual development** - Product , O&M , Business Plans
- Integrated Management System**
- ISO Certification (Industry)** (e.g., ISO 9001, ISO 14001 & ASNZ 4801, ISO 45001, OHSAS 18001, ISO 31000.
- LMS** - Learning management Systems
- Video Production** - Marketing and Training Video's
- Desktop system administration** – and onsite Review